#### **BEFORE**

# THE PUBLIC SERVICE COMMISSION OF SOUTH CAROLINA

#### **DOCKET NO. 2020-163-T**

Application of Applicant Palmetto Interstate Movers, LLC for a Class E (Household Goods) Certificate of Public Convenience and Necessity for Operation of Motor Vehicle Carrier PREFILED DIRECT
TESTIMONY
OF
DOMINIQUE CARTER

- 1 Q. Please state your name, employer, and business address.
- 2 A. My name is Dominique Carter. I am the sole member of Applicant Palmetto Interstate
- 3 Movers, LLC ("Applicant" or "PIM") located at 524 Abberly Village Circle, West Columbia,
- 4 South Carolina (29169).
- 5 Q. What is the purpose of your testimony?
- 6 A. I am testifying in support of PIM's Application for a Class E Certificate of Public
- 7 Convenience and Necessity with statewide authority.
- 8 Q. Is PIM organized to transact business in the State of South Carolina?
- 9 A. Yes, PIM is a South Carolina Limited Liability Company established on June 12, 2020.
- 10 A copy of a certificate of good standing was filed with PIM's' application, and the company
- 11 remains in good standing.
- 12 Q. How did you become associated with PIM?
- 13 A. I am the organizer and sole member of PIM.
- 14 Q. Please tell the Commission about your education and work history?
- 15 A. I am a 2011 graduate of Benedict College, where I majored in Criminal Justice. I'm
- 16 currently working on my Master's degree from the University of Cincinnati, majoring in Public

- Administration. From 2013 to the present, I have been a District Manager for Waffle House,
- where I've gained valuable experience in a demanding and fast-paced work environment. From
- 3 2011 to 2013, I was the Assistant Director of Upward Bound at Benedict College. Upward
- 4 Bound is a pre-college program that helps promising students from disadvantaged backgrounds
- 5 prepare for college.
- 6 Q. Please describe the services PIM would like to provide.
- 7 A. PIM will provide all services associated with household goods moving, such as packing,
- 8 unpacking, and physical labor.
- 9 Q. Do you have any experience providing moving services?
- 10 A. Yes, I worked with a local moving company in Allendale, South Carolina.
- 11 Q. How employees will PIM have?
- 12 **A**. PIM will initially have six employees.
- 13 Q. How will you train your employees?
- 14 A. All training will be conducted by video, warehouse simulation training, and on the job
- 15 training.
- 16 Q. Does PIM own or lease any vehicles?
- 17 A. Yes, PIM is in the process of buying a 2014 Freightliner.
- 18 Q. Does PIM plan to acquire other vehicles?
- 19 A. Yes, my goal is to acquire three more trucks to serve the citizens of South Carolina.
- 20 Q. Will PIM be insured?
- 21 A. Yes, an insurance quote was filed with PIM's application.
- 22 Q. Has PIM submitted a tariff?
- 23 A. Yes. PIM has submitted a tariff.

- 1 Q. How will you quote the cost of a move to a customer?
- 2 A. PIM will only provide an estimated cost of a move, not a fixed price. Our quotes are
- 3 based upon square footage, moving experience, and what clients convey they need to be moved.
- 4 On-site estimates will be performed if deemed necessary.
- 5 Q. Does PIM have a Bill of Lading?
- 6 A. Yes, I've attached a Bill of Lading form to my testimony as Exhibit A.
- 7 Q. Will PIM provide a Bill of Lading for each move it conducts?
- 8 A. Yes.
- 9 Q. Why do you believe there is a need for PIM's services in South Carolina?
- 10 A. South Carolina's economy is recovering from the closings ordered at the outset of the
- 11 COVID-19 pandemic. The state's robust real estate market generates demand for household
- 12 goods movers. According to the Federal Reserve, South Carolina added 8,300 jobs in July of
- 13 2020. Also, "the homeownership rate in South Carolina was 73.5 percent in the second quarter
- of 2020. This was 5.6 percentage points above the U.S. rate of 67.9 percent. South Carolina
- currently has the 17th highest homeownership rate among states." *Id.*
- The United States Census Bureau estimates South Carolina grew by 11.3% to 5,148,714
- people between April 1, 2010, and July 1, 2019. These numbers suggest that demand for
- qualified movers will be strong.<sup>2</sup> The *Times and Democrat* reports: "South Carolina Realtors'
- 19 July 2020 statewide real estate market data show prices continued to increase in every region
- across the state at an average of almost 11% statewide. Sales also increased by double digits in
- some areas, while inventory remained sparse" and "In comparing statewide data from July 2020
- 22 to July 2019, Hilton Head saw the biggest increase in the number of residential homes, condos

https://www.richmondfed.org/~/media/richmondfedorg/research/regional\_economy/reports/snapshot/pdf/snapshot sc.pdf

U.S. Census Bureau Quick Facts, South Carolina, www.census.gov/quickfacts/sc

- and villas sold statewide with an increase of 41%, followed by Beaufort (34%), Charleston
- 2 (33%) and Greenville (20%)."<sup>3</sup>
- 3 Q. How will PIM reach its customers?
- 4 A. We plan to market PIM through social media and word of mouth.
- 5 Q. Is PIM financially able to provide service to the public?
- 6 A. Yes. As shown on our application, PIM is financially viable.
- 7 Q. Are there any outstanding court orders or judgments against PIM or you,
- 8 personally?
- 9 **A.** No.
- 10 Q. Are you aware of any complaints filed against PIM or you with the Better Business
- Bureau, the Chamber of Commerce, or any state or municipal court or agency?
- 12 **A.** No.
- 13 Q. Have you, or PIM, ever been convicted of a crime?
- 14 A. No.

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- 15 Q. Are you familiar with, and do you agree to comply with the statutes and regulations
- 16 that govern the operation of intrastate household goods movers in South Carolina?
- 17 A. Yes, and PIM will comply with them.
- 18 Q. Have you published a notice of PIM's application?
- 19 A. Yes. A notice of application was published in the *Post and Courier* newspaper on July
- 20 27, 2020, and an affidavit of publication has been filed with the Commission.

https://thetandd.com/business/local/s-c-realtors-data-show-sales-and-price-increases-slim-inventory/article b1be51e6-216e-51c4-a095-570df69ec62b.html

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- 1 Q. What is PIM's plan for the next five years?
- 2 A. PIM will be one of the leading, trusted moving companies in the State of South Carolina.
- 3 I plan to purchase three more trucks and hire additional employees, to expand PIM's operations.
- 4 Q. Does this conclude your testimony?
- 5 A. Yes.

# EXHIBIT A

# Commercial/Household Goods Bill of Lading Palmetto Interstate Movers, LLC 524 Abberly Village Cir West Columbia, South Carolina 29169

Phone: 803-760-2652

PSC#

Custome			Customer		
			Address		
	State ZIP		City	State	Zip
Phone			Phone		
	REQUIRED A DEPOSIT AND CHARGES	MOVING RATE			
	IN CASH, MONEY ORDER, CERTIFIED	TRUCK(S)			
	CARD, NO PERSONAL CHECKS WILL	CREW@\$		PER HO	DUR
BE ACCEPTED.		FLAT TRAVEL F	EE\$		
	TIME RECORD	IME	PORTANT - MUST SIG	N BEFORE SERVICES	START
START	DRIVER CUS		nerby orders PALMET		
AM PM			portation and service		
FINISH	DRIVERCUS	customer. THI	S SHIPMENT WILL	MOVE SUBJECT TO	THE RILLES AND
AM PM			F THE CARRIER & TAR		
			PER HEREBY RELEASE		
TOTAL HOURS	BILLED HOURS		G \$ · THE		
			BE \$0.60 PER LB. PER		
*DRIVER AND CUS	STOMER INITIALS:	IS SPECIFIED B	Y THE SHIPPER. Unle	ess billing arrangem	ents are made in
			M the customer agree		
				or or half arranges als	on dentery.
		X		DATE	
	WALK THR	OUGH ACKNOWLE	DGEMENTS		
PICK UP WALK-TI	HROUGH: I (THE)CUSTOMER HAVE IN			ERIFIED EVERYTHIN	G I REQUESTED
(BOXES, FURNITU	IRE ) HAVE BEEN PLACE ON THE TRU	CK TO BE DELIVER	Y AT THE DESTINAT	ION / OR INTERNA	L MOVING WAS
<b>COMPLETED AS R</b>	EQUESTED BY CUSTOMER.				
X			DATE		
<b>DELIVERY WALK-1</b>	THROUGH: I (THE) CUSTOMER HAVE V	ERFIED THE TRUCK	IN WHICH ALL ITEM	IS HAS BEEN TRANS	SPORTED TO MY
<b>DESTINATION. I A</b>	LSO HAVE VERFIED THAT PALMETTO IN	TERSTATE MOVER	S WILL NOT BE RESPO	INSIBLE FOR ANY IT	MES SHOULD BE
<b>LEFT ON THE TRUC</b>	CK WITHOUT YOU INSPECTING THE TRU	ICK. I ALSO ACKNO	WLEDGE THAT ALL SE	RVICES HAS BEEN C	OMPLETED AND
<b>ALL ARTICLES WEI</b>	RE DELIVERED IN GOOD CONDITION. I	AUTHORIZED PAYN	MENT FOR ALL SERVICE	ES WITH PAYMENT	BELOW.
V			DATE		
BAOVANIC.	SUMMARY	OF CHARGES			
WIOVING	HOURS@F	ER HOUR FLAT TR	AVEL FEE:		2
	ADDITIONAL MATERIALS AT T	HE CUSTOMER RE	OUEST FOR A FFF		
SMALL BOX	@\$		\$ TOTAL		
MEDIUM BOX	@\$	EACH	STOTAL		
LARGE BOX		EACH	\$TOTAL		X
DISH BOX		EACH			
TV BOX_		EACH			
BLANKETS	@\$	EACH			
Bulky Article		Article	V. O. I.		
Bulky Article		Article	\$TOTAL		
				AL	
				ID	
				IE	
CASH	CERTIFED CHECK	CREDIT CARD		RDER	

#### CONTRACT TERMS AND CONDITIONS

- Sec.1. (a) The carrier or party in possession of any of the property herein described ("the Property") shall be liable as at common law for any loss thereof or damage thereto, except as provided herein, and in the terms of the carrier's tariff.
- (b) No carrier or party in possession of all or any of the Property shall be liable for any loss thereof or damage thereto or delay caused by the act of God, the public enemy, the acts of public authority, quarantine, riots, strikes, perils of navigation the act or default of the shipper or owner, the nature, or defect, of the Property. Except in case of negligence of the carrier or party in possession of all or any of the Property shall be liable for the loss or damage thereto or responsible for its condition, operation, or functioning, whether or not such Property or apart of it is packed, unpacked, or packed and unpacked by the shipper or its agent or the carrier or its agent. Except in case of negligence of the carrier or party in possession, no carrier or party in possession of all or any of the Property shall be liable for damage to or loss of contents of pieces of furniture, crates, bundles, cartons, boxes, barrels or other containers unless such contents are optor for the carrier's inspection and then only for such articles as are specifically listed by the shipper and receipted for by the carrier or its agent.
- (c) Except in case of negligence of the carrier or party in possession, the carrier or party in possession of any of the Property shall not be liable for delay caused by highway obstruction, put faulty or impassable highway, or lack of capacity of any highway, bridge, or ferry, or caused by breakdown or mechanical defect of vehicles or equipment.
- (d) Except in case of negligence of the carrier or party in possession, the carrier or party in possession shall not be liable for loss, damage, or delay occurring while the Property is stopped and held or stored in transit upon request of the shipper, owner, or party entitled to make such request, whether such request was made before or after the carrier comes into possession of the Property.
- (e) In case of quarantine, the Property may be discharged at the risk and expense of the owners into quarantine depot or elsewhere, as required by quarantine regulations, or authoriting and in such case, carrier's responsibility shall cease when the Property is so discharged, or Property may be returned by carrier at owner's expense to shipping point earning charges both ways. Quarantine expenses of whatever nature or kind upon or in respect to Property shall be borne by the owners at the Property or be a lien thereon. The carrier shall not be liable for loss or damage occasioned by funding the carrier's officers, agents, or employees, nor for detentions, or damage of any kind occasioned by quarantine or the enforcement thereof. No carrier shall be liable, except in case of negligence, for any mistake or inaccuracy in any information furnished the carrier, its agents, or officers, as to quarantine laws or regulations. The shipper shall hold the carriers harmless from any expense they may incur or damages they may have to pay, by reason of the Property covered by this contrast into any place against the quarantine laws or regulations in effect at such place.
- Sec. 2. (a) No carrier is bound to transport said Property by any particular schedule, vehicle, train, or vessel or otherwise than with reasonable dispatch. Every carrier shall have the right in case of physical necessity to forward said Property by any carrier or route between the point of shipment and the point of destination. In all cases not prohibited by law, where a value lower than actual value has been represented in writing by the shipper or has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value lower than actual value has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value lower than actual value has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value lower than actual value has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value lower than actual value has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value lower than actual value has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value lower than actual value has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value lower than actual value has been agreed upon in writing as the released value of the Property as determined by the classification or tariffs upon which the rate is based, such lower value lower than actual value has been agreed upon in writing as the released value of the Property as determined by
- (b) As a condition precedent to recovery, claims must be filed in writing with the receiving or delivering carrier, or carrier issuing this bill of lading, or carrier in possession of the Property when the loss, damage, injury or delay occurred within 48 hours after delivery of the Property (or in case of export traffic, within nine months after delivery at port of export) or, in case of failure to make delivery, then within nine months after a reasonable time for delivery has elapsed; and suits shall be instituted against any carrier only within two years and one day from the day when notice in writing is given by the carrier to the claimant that the carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon under the foregoing provisions, no carrier hereunder shall be liable and such claims will not be paid.
- (C) Any carrier or party liable because of loss or damage to any of the Property shall have the full benefit of any insurance that may have been effected upon or on account of said Property so far as this shall not avoid the policies or contracts of insurance; provided that the carrier reimburse the claimant for the premium paid thereon.

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- Sec. 3. Unless such service is required as the result of carrier's negligence, all Property shall be subject to necessary cooperage, packing and repacking at owner's cost.
- Sec. 4. (a) Property not received by the party entitled to receive it within the free time (if any) allowed by tariffs lawfully on file (such free time to be computed as therein provided) after notice of the property of the Property at destination or at the port of export (if intended for export) has been duly sent or given, and after placement of the Property for delivery at destination, or at the time tended delivery of the Property to the party entitled to receive it or at the address given for delivery has been made, may be kept in vehicle, warehouse, or place of business of the carrier, subject to the tarrier charge for storage and to carrier's responsibility as warehouseman, only, or at the option of the carrier, may be removed to and stored in a warehouse at the point of delivery or at other available points, at the cost of the owner, and there held without liability on the part of the carrier, and subject to a lien for all transportation and other lawful charges, including a reasonable charge for storage. If the consignee cannot be found at the address given for delivery, then in that event, notice of placing such goods in warehouse shall be left at the address given for delivery and mailed to any other address given on the bill of lading for notification, showing the warehouse in which such Property has been placed, subject to this paragraph.
- (b) Where nonperishable Property transported to destination hereunder is refused by consignee or the party entitled to receive it upon tender of delivery, or the consignee or party entitled to receive it also to receive it or claim within 15 days after notice of arrival of the Property at destination shall have been duly sent or given, the carrier may sell the same at public auction to the highest bidder, at such place as designated by the carrier; provided, that the carrier shall have first mailed, sent, or given to the consignor notice that the Property has been refused or remains unclaimed and that it will be subject to sale under the terms, of the bill of lading if disposition be not arranged for, and shall have published notice containing a description of the Property, the name of the party to who consigned, and the time and place of sale, once a week for two successive weeks, in a newspaper of general circulation at the place of sale or nearest place where such newspaper is published; provided that 30 days shall have elapsed before publication of notice of sale after the notice that the Property was refunded or remains unclaimed was mailed, sent, or given.
- (c) Where perishable Property transported to destination is refused by consignee or party entitled to receive it, or consignee or party entitled to receive it shall fail to receive it prompt the carrier may, in its discretion, to prevent deterioration, or further deterioration, sell the same to the best advantage at private or public sale; provided, that if there be time for service of notification the consignor or owner of the refusal of the Property or the failure to receive it and request for disposition of the Property, such notification shall be given, in such manner as the exercise of due diligence requires before the Property is sold.
- (d) Where the procedure provided for in the two paragraphs last preceding is impossible, it is agreed that nothing in said paragraphs shall be construed to abridge the right of the carrier at its option to sell the Property under such circumstances and in such manner as authorized by law.
- (e) The proceeds of any sale made under this section shall be applied by the carrier to the payment of advances, tariff charges, packing, storage, and any other lawful charges and the expense of notice, advertisement, sale, and other necessary expense and of caring for and maintaining the Property, if proper care of the same requires special expense; and should there be a balance, shall be paid to the owner of the Property sold.
- (f) Where the carrier is directed to load Property from (or render any services at) a place or places at which the consignor or his agent is not present, the Property shall be at the risk of the owner before loading.
- (g) Where the carrier is directed to unload or deliver Property (or render any services) at the place or places at which the consignee or its agent is not present, the Property shall be at the risk of the owner after unloading or delivery.
- Sec. 5. No carrier hereunder will carry or be liable in any way for any documents, specie, or for any articles of extraordinary value not specifically rated in the published classification or tariffs unless a special agreement to do so and a stipulated value of the articles are endorsed hereon.
- Sec. 6. Explosives or dangerous goods will not be accepted for shipment. Every party whether principal or agent shipping such goods shell be liable for and indemnify the carrier against all loss or damage caused by such goods and carrier will not be liable for safe delivery of the shipment
- Sec. 7. The owner or consignee shall pay the advances, tariff charges, packing and storage, if any, and all other lawful charges accruing on the Property; but, except in those instances where it lawfully may do so, no carrier shall deliver or relinquish possession at destination of the Property covered by this bill of lading until all tariff rates and charges thereon have been paid. The consignor shall be liable for the advances, tariff charges, packing, storage and, all other lawful charges, except that if the consignor stipulates, by signature, in the space provided for that purpose on the face of this bill of lading that the carrier shall not make delivery without requiring payment of such charges and the carrier, contrary to such stipulation shall make delivery without requiring such payment, the consignor (except as hereinafter provided) shall not be liable for such charges; Provided, that, where the carrier has been instructed by the shipper or consignor to deliver said Property to a consignee other than the shipper or consignor, such consignee shall not be legally liable for transportation charges in respect of the transportation of the Property (beyond those billed against him at the time of delivery for which he is otherwise liable) which may be found to be due after the Property has been delivered to him. If the consignee (a) is an agent only and has no beneficial title in the Property, and, (b) before delivery of the Property has notified the delivering carrier in writing of the fact of such agency and absence of beneficial title, and in the case of a shipment reconsigned or diverted to a point other than that specified in the original bill of lading, has also notified the delivering carrier in writing of the name and address of the beneficial owner of the Property; and in such cases the shipper or consignor, or, in the case of a shipment so reconsigned or diverted, the beneficial owner, shall be liable for such additional charges. Nothing herein shall limit the right of the carrier to require at tim
- Sec. 8. If this bill of lading is issued on the order of the shipper, or his agent, in exchange or in substitution for another bill of lading, the shipper's signature to the prior bill of lading as to the statement of value or otherwise, or election for common law or bill of lading liability, in or in connection with such prior bill of lading, shall be considered a part of this bill of lading as fully as if the same were written or made in or in connection with this bill of lading.
- Sec. 9. Any alteration, addition or erasure in this bill at lading which shall be made without the special notation of the agent of the carrier issuing this bill of lading shall be without effect and this bill of lading shall be enforceable according to its original tenor.

# EXHIBIT B

REGULATIONS AND SCHEDULE OF CHARGES APPLICABLE TO

CERTAIN INTRASTATE HOUSEHOLD GOODS MOVES WITHIN THE

STATE OF SOUTH CAROLINA

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# **Applicability of Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Palmetto Interstate Movers, LLC. These services are furnished between points and places throughout the state of South Carolina.

# **SECTION 1**

# 1.0 Transportation Charges

Transportation Charges include the hourly rates as listed below.

# 1.1 Hourly Rates and Charges

Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time between the two destinations. The clock starts at the appropriate hourly rate when the movers reach the customer location and includes when the last piece is taken off the truck at the destinations. Flat travel fee that covers drive time from our office to customer pickup location, and then back to our office from customer destination. The fee includes fuel and labor, so there are no other fees.

Number of Movers	Hourly Rate
Two Men and a Truck	\$110.00
Three Men and a Truck	\$140.00
Four Men and a Truck	\$170.00
Each Additional Man	\$30.00 per man/per hour
Travel, Trucks and Storage	Flat Fees
Flat Travel Fee (100 miles or less Round Trip)	\$140.00
Flat Travel Fee (101 Miles or more Round Trip)	\$190.00
Each Additional Truck(s)	\$140.00
Over Night Storage Fee per Truck	\$250.00

# 1.2 Office Hours / Minimum Hourly Charges:

Palmetto Interstate Movers will operate Monday – Friday, 8:00 am - 6:00 pm and Saturday and Sunday from 9:00 am - 3:00 pm.

Monday- Friday	Two-Hour Minimum Charge
Saturday-Sunday	Three-Hour Minimum Charge
Recognized Federal Holidays	Three- Hour Minimum Charge

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 72 hours of their move,

Palmetto Interstate Movers will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

## **SECTION 2**

#### 2.0 Additional Services

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

# 2.1 Bulky Article Charges (per item)

- Floor Model Television (48" or above) \$150
- Pool Tables- \$275
- Gun cabinet \$100
- Steel Gun Cabinet (in excess of 400 lbs.) \$180.00
- Riding Lawnmowers- \$150
- Freezers \$140
- Flat Screen Televisions (41" or above) \$70.00
- Golf Carts \$150

## 2.2 Elevator or Stair Carry

Palmetto Interstate Movers does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

# 2.3 Excessive Distance or Long Carry Charges

Palmetto Interstate Movers does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

# 2.4 Pick Up and Delivery

Palmetto Interstate Movers does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

# 2.5 Packing and Unpacking

**2.5.1** Palmetto Interstate Movers does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1; plus the price of packing materials, including sales tax on the materials.

# **Packing Supplies Charges (Sales Tax Included)**

•	Small Box	\$3.00
•	Medium Box	\$4.00
•	Large Box	\$5.00
•	Dish Pack	\$10.00
•	Wardrobe Box w/bar	\$12.00
•	Tape (roll)	\$2.00
•	Packing Paper	\$21.00
•	Flat Panel TV Kit	\$35.00
•	Blanket	\$10.00

2.5.2 Palmetto Interstate Movers is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Palmetto Interstate Movers reserves the right to decline any moves consisting of extremely large or fragile items.

# 2.6 Piano Charges

Palmetto Interstate Movers will not move pianos.

#### 2.7 Televisions

Palmetto Interstate Movers LLC will not transport TVs unless they are in a box. TVs will not be covered in the liability of the move unless customer allows Palmetto Interstate Movers to perform packing of TVs and verify their functionality before and after being transported. Customer can purchase a TV Box from Palmetto Interstate Movers before the day of service.

# 2.8 Articles, Special Servicing

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

# 2.9 Waiting Time

The customer is charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Palmetto Interstate Movers.

## **SECTION 3**

# 3.0 Rules and Regulations

#### 3.1 Claims

- **3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading.
- 3.1.2 Claimant must notify carrier of all claims for concealed damage within 48 hours of the move. Palmetto Interstate Movers must be given reasonable opportunity to inspect damaged items.
- 3.1.3 Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Palmetto Interstate Movers reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Palmetto Interstate Movers immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 48 hours of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.
- 3.1.4 Released Value Protection Insurance. Palmetto Interstate Movers offers the limitation of liability standard of \$0.60 per lb. per article damaged as mandated by State and Federal Law. This means that the released value protection option, the most that can be claimed is \$0.60 per pound per article. For example: If you have a laptop that weighs 12 lbs., the claim amount would be \$7.20.

# 3.2 Computing Charges

Palmetto Interstate Movers rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.

# 3.3 Governing Publications

Palmetto Interstate Movers rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.

## 3.4 Items of Particular Value

Palmetto Interstate Movers does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue

stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Palmetto Interstate Movers will not accept responsibility for safe delivery of such articles if they come into possession with Palmetto Interstate Movers or without Palmetto Interstate Movers knowledge.

# 3.5 Bill of Lading, Contract Terms, and Conditions

Each customer will be provided with a copy of Palmetto Interstate Movers Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

# 3.6 Delays

Palmetto Interstate Movers shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

## **SECTION 4**

# 4.0 Promotions

Palmetto Interstate Movers shall apply the following promotions, in a uniform and nondiscriminatory fashion:

# 4.1 Military/Senior Citizens

A promotional rate of normal hourly service charges for moving, packing, and unpacking items listed below will be applied for customers who are active duty military, disabled veterans, and senior citizens that provide proper proof of same. (senior citizen with proper ID showing age 65 and older) Extra chargeable items will follow rates in Section 2. 2.1. Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out in Section 1.2. plus actual travel time between the two destinations. The clock starts at the appropriate hourly rate when the movers reach the customer location and ends after the last piece is taken off the truck at the destinations. Travel, Truck and Storage fees are the same as listed in Section 1.1.

Number	of Movers
1101111001	OT TITO LOT D

# **Hourly Rate**

Two Men and a Truck	\$100.00
Three Men and a Truck	\$130.00
Four Men and a Truck	\$160.00
Each Additional Man	\$25.00 per man/per hour

#### **BEFORE**

#### THE PUBLIC SERVICE COMMISSION

# **OF SOUTH CAROLINA**

#### **DOCKET NO. 2020-163-T**

#### CERTIFICATE OF SERVICE

I, CARL E. BELL, hereby certify that I have, on this 6th day of October 2020, served the **Prefiled Direct Testimony of Dominique Carter for Palmetto Interstate Movers, LLC**, upon the parties listed below by Electronic Mail:

# Jeffrey M. Nelson, Esquire

inelson@regstaff.sc.gov Office of Regulatory Staff 1401 Main Street, Suite 900 Columbia, SC 29201

#### Carri Grube Lybarker, Counsel

SC Department of Consumer Affairs Email: <u>clybarker@scconsumer.gov</u>

#### Mr. Dominique Carter

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Palmetto Interstate Movers, LLC
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West Columbia, South Carolina 29169

Carl E. Bell

Terreni Law Firm, LLC

1508 Lady Street

Columbia, South Carolina 29201

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carlbell@Terrenilaw.com

Columbia, South Carolina October 6, 2020